amounts to this: because the party against whom the declaration operates by its admission has lost his right of cross-examination, he must also lose his right of impeaching the evidence; a rule pertaining to cross-examination is to be applied when cross-examination is impossible. The reasoning is fallacious, and is not sustained by the authorities. *State* v. *Lodge*, 33 Atl. Rep. 312 (Del.); *Battle* v. *State*, 74 Ga. 101; *People* v. *Lawrence*, 21 Cal. 368. The position taken in 9 HARVARD LAW REVIEW, 472, seems, on the whole, untenable.

MUST AN INNKEEPER ENTERTAIN ONE WHO IS NOT A TRAVELLER? — Apparently by the common law an innkeeper is compelled to receive and entertain as guests only those who are entitled to be called travellers. See Wandell on the Law of Inns, pp. 46–48, 55–58. Thus, in a leading English case, *Rex* v. *Luellin*, 12 Mod. 445, decided nearly two hundred years ago, an indictment for refusing to receive a person as a guest at an inn was quashed because there was no statement in it that the person desiring entertainment was a traveller. In a very recent English decision, *Lamond* v. *Richards*, reported and commented on in 32 Law Journal (Eng.), 56, 90, the plaintiff, who had stayed for several months at the defendant's hotel, went out for a short time, and on her return was refused admittance. It appeared that she had already received notice to leave, but she stated in court that it was her intention to remain at the hotel until it burned down. The court held that, the plaintiff having ceased to be a traveller, the defendant was therefore entitled, after giving reasonable notice, to eject her. The mere fact that she had been at the hotel for some length of time would not of itself disentitle her to the character of traveller. 2 Parsons on Contracts, 8th ed., 160. But there can be no doubt under all the circumstances of the case, that she had fully determined to make the hotel her permanent abode, and the court was amply justified, accordingly, in reaching the conclusion that she had no right to a traveller's privileges. The case under discussion involves, therefore, a decision of the very interesting question as to whether the innkeeper's obligation shall be so extended as to compel him to entertain for an indefinite period a person who, although he entered the hotel as a traveller, has now ceased to hold that character. Apparently there is no authority for such a proposition, and as the burdens resting upon innkeepers are already very severe, it seems hardly probable that the Court of Appeal, to which the case of *Lamond* v. *Richards* has been referred, will increase them in the direction indicated by the plaintiff's contention.

DOES AN ACTION LIE FOR PREVENTING THE ENFORCEMENT OF A DECREE? — A recent New York decision seems to show pretty plainly that one should not induce or aid a third party to commit a breach of legal duty to another, unless he wishes to answer the injured party in an action at law. The court decided in this case, *Hoefler* v. *Hoefler*, 42 N. Y. Supp. 1035, that an action similar to an action on the case at common law will lie by a wife, in whose favor alimony has been decreed pending divorce proceedings against one who has induced and aided the husband to leave the State in order to avoid the payment of the alimony. The same result was reached in the old case of *Smith* v. *Tonstall*, Carthew, 3, where

the plaintiff had obtained a valid judgment against a third party, and the defendant afterwards, to injure the plaintiff, induced the third party to confess a fraudulent judgment, in consequence of which the plaintiff was unable to secure the payment of his claim. *Michalson* v. *All*, 21 S. E. Rep. 323, a case recently decided in South Carolina, illustrates the same principle. Here the defendant, in collusion with the owner, placed farm products subject to an agricultural lien beyond the reach of the lienor, and it was held that the latter could recover. See also *Adams* v. *Paige*, 7 Pick. 542. *Lamb* v. *Stone*, 11 Pick. 527, seems inconsistent with these decisions. This case decided that, where the defendant had fraudulently purchased the property of a debtor and had induced him to leave the State to avoid paying his creditor, an action by the creditor would not lie. *Klous* v. *Hennessey*, 13 R. I. 332, similarly gives no relief to the creditor. These decisions, however, are placed upon the ground that, at the time of the defendant's acts, the debtor was as yet under no legal obligation to the creditor by reason of a judgment, lien, or similar proceeding, and that therefore the damage to the creditor was too remote and contingent to admit a recovery. While the justice of this position seems doubtful, and while the question as to whether the creditor would have secured a legal right against the debtor might well, it is conceived, have been left to the jury, these cases are clearly distinguishable from *Hoefler* v. *Hoefler* on the ground, as already indicated, that in the latter the third party was already under a legal duty to the plaintiff, and that the damage, the loss of the alimony, was therefore the direct and natural result of the defendant's acts. Whether or not the defendant in *Hoefler* v. *Hoefler* might have been held answerable in contempt proceedings, as suggested by the court, there seem to be reason and good sense, as well as authority, in favor of compelling the defendant in such a case to respond in damages to the injured party.

LEGISLATIVE POWER TO AMEND CORPORATE CHARTERS. — How far a legislature can alter a charter when it has reserved a power of amendment, one of the most confused questions of corporation law, has received the fullest consideration in a recently published opinion of the late Chief Justice Doe. *Dow* v. *The Northern R. R. Co.*, 36 Atl. Rep. 510 (N. H.). Portions of this opinion had previously appeared in Volumes VI. and VIII. of the HARVARD LAW REVIEW.

Judge Thompson in his work on Corporations says that two views may be taken as to the scope of this legislative power: first, that a right is reserved to change the charter in any way, provided, however, that such change is approved by the majority of the stockholders; second, that the legislature has a power to amend or repeal in the interest of the public. The principal case shows that the consent of the stockholders can make no difference. The majority is not able to bind the minority in accepting new changes, for no such authority was given them in the original charter. The question therefore must be as to the extent of the power retained by the legislature to amend the charter, although in opposition to the wishes of all the members of the corporation. It is the construction of an agreement. To what control did the corporators submit in return for their charter privileges? Clearly it was not to be unlimited, so that the legislature could deprive them of property, or embark them in a new business. This would be absurd, even if, in accord with Judge Thompson's second view, it was for the interest of the public to have the property